



CFN 2012R0023405
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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Javier L. Vazquez, Esq.
Address: Javier L. Vazquez, P.A.
6500 Cow Pen Road, #302
Miami Lakes, Florida 33014

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(Space reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

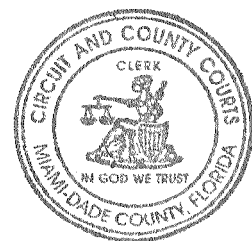
WHEREAS, the undersigned Owner holds the fee simple title to the property in Miami-Dade County, Florida described in Exhibit "A," attached hereto, and hereafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that representations made by the Owner during consideration of Public Hearing No. 11-70 will be abided by the Owner freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the property:

Use Restrictions.

Industrial Parcels: Notwithstanding the approval of the Application, and subject to all applicable Code requirements, the Owner agrees to restrict the permitted uses those serving the firms and workers in the industrial areas as follows:

- Apparel Stores
- Automobile new parts and equipment, sales only
- Automobile service stations - (which may include facilities available for sale of other retail products and services related to the servicing of automobiles)
Automobile self-service gas stations
- Automobile storage within a building
- Automobile tires, batteries and accessories (new) retail only installation permitted
- Automobile washing
- Bakeries
- Banks, including drive-in teller service
- Beauty Parlors/ Barber Shops



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- Confectionery, Ice Cream and Dairy Stores
- Computer Sales
- Day nurseries Kindergartens and after school care centers
- Dog and pet hospitals in air-conditioned buildings
- Dry cleaning establishments, using noninflammable solvents
- Drugstores/Pharmacies (maximum square footage of 5,478 sq. ft.)
- Electrical appliance and fixtures stores including related repair
- Employment agencies
- Florist Shoppes
- Grocery stores. (maximum square footage of 5,478 sq. ft.)
- Health and exercise clubs and/or gymnasiums
- Hardware Stores
- Office Supplies and Equipment Stores, Furniture stores, retail of new merchandise only
- Post office stations and branches, operated by postal service employees or agents, which directly serve the public
- Printing, copying and postal packing stores
- Restaurants
- Restaurants with an accessory cocktail lounge-bar use, subject to compliance with Article X, Alcoholic Beverages, of this code
- Tailor shops
- Pet grooming

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Permitting, Environment and Regulatory Affairs Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.

Signed, sealed and acknowledged on this 15 day of November, 2011.

Witnesses:

[Signature]
Maria C. Gonzalez
Print Name
[Signature]
Carmen Pena
Print Name

S.F. Enterprises of Miami, Ltd,
A Florida Limited Partnership

[Signature]
Tropic Design & Development Corp.,
General Partner
By: Carlos M. Solares, President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 15 day of November, 2011 by Carlos M. Solares, as President of Tropic Design & Development Corp., a Florida Corporation, the General Partner of S.F. Enterprises of Miami, Ltd, a Florida Limited Partnership. He personally appeared before me, is personally known to me or produced _____ as identification, and did not take an oath.

(NOTARIAL SEAL)

Notary: [Signature]
Print Name: Greisy Perez
Notary Public, State of Florida
My commission expires: _____

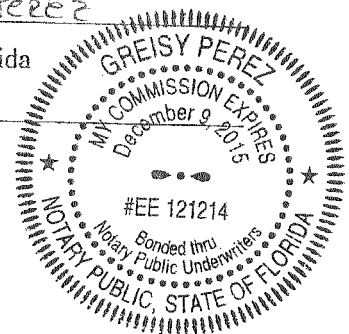


EXHIBIT "A"

Legal Description

Tracts "B", "C" and "D" CORTLAND COMMERCIAL CENTER, as recorded in Plat Book 163, at Page 70, of the Public Records of Miami-Dade County, Florida

Folio Number: 30-5913-030-0020

Folio Number: 30-5913-030-0030

Folio Number: 30-5913-030-0040

OPINION OF TITLE

TO: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of Declaration of Restrictions, pursuant to P.H. No. 11-70, it is hereby certified that I have examined the Owner's Title Insurance Policy issued by Samuel Spencer Blum, as agents for Attorneys' Title Insurance Fund, Inc. ("Owner's Policy") and an updated title search certified by Old Republic National Title Insurance Company, ("Title Search") covering the period from beginning to November 10, 2011, at 11:40 P.M.; inclusive, of the following described real property:

Tracts "B", "C" and "D", CORTLAND COMMERCIAL CENTER, as recorded in Plat Book 163, at Page 70, of the Public Records of Miami-Dade County, Florida.

Basing my opinion on the evidence described above, I am of the opinion that on the last mentioned date the fee simple title to the above-described real property was vested in:

S.F. Enterprises of Miami, Ltd., a Florida limited partnership

Subject to the following liens, encumbrances and other exceptions:

RECORDED MORTGAGES

1. None

RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS

2. None

GENERAL EXCEPTIONS

3. All taxes for the year in which this Opinion is rendered, and subsequent years.
4. Rights or claims of persons other than the above owner who is in possession.
5. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any facts or matters not of record which would be disclosed by an accurate survey and inspections of the premises.
6. Any unrecorded labor, mechanics' or materialmen' liens.
7. Zoning and other restrictions imposed by governmental Authority.

SPECIAL EXCEPTIONS

8. Covenant relating to special taxing district recorded in O.R. Book 9987, at Page 1580, of the Public Records of Miami-Dade County, Florida.
9. All matters contained on the Plat of Cortland Commercial Center, as recorded in Plat Book 163, at Page 70, of the Public Records of Miami-Dade County, Florida.
10. Right-of-way Deed to Dade County, recorded in O.R. Book 10662, at Page 1688, of the Public Records of Miami-Dade County, Florida.
11. Resolution No. R-823-04, recorded in O.R. Book 22548, at Page 4615, of Public Records of Miami-Dade County, Florida.
12. Ordinance No. 04-133, recorded in O.R. Book 22548, at Page 4546, of the Public Records of Miami-Dade County, Florida.
13. Agreement recorded in O.R. Book 22371, at Page 1337, of the Public Records of Miami-Dade County, Florida.
14. Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in O.R. Book 23428, at Page 3233, of the Public Records of Miami-Dade County, Florida.
15. Covenant for Maintenance of Landscaping within right of way recorded in O.R. Book 23745, at Page 4445, of the Public Records of Miami-Dade County, Florida.
16. Agreement for Easement for Vehicular Ingress and Egress recorded in O.R. Book 26476, at Page 4877, of the Public Records of Miami-Dade County, Florida.
17. Rights of the lessees under unrecorded leases.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following parties must join in the agreement in order to the make the agreement a valid and binding covenant on the lands described herein:

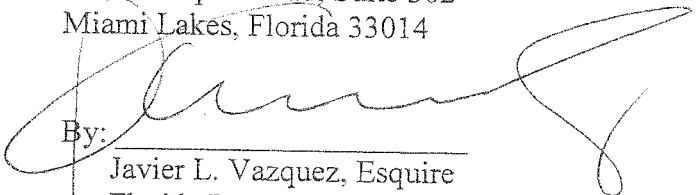
S.F. Enterprises of Miami, Ltd.

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is incorporated within the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this 15th day of November, 2011.

Javier L. Vazquez, Esq.
Javier L. Vazquez, P.A.
6500 Cowpen Road, Suite 302
Miami Lakes, Florida 33014

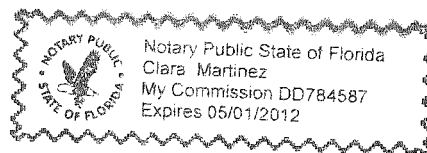
By: 
Javier L. Vazquez, Esquire
Florida Bar No.: 0861121

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before this 15th day of November, 2011, by **Javier L Vazquez**, who is personally known to me.

Clara Martinez
Notary Public
Printed Name: CLARA MARTINEZ

My Commission Expires:



STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on JAN 11 2012 day of _____, A.D. 20____
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK of Circuit and County Courts
By 8041 D.C.

